CONTRACT



www.kmbc.com

And:

Strategic Media Placement OH 7669 Stagers Loop Delaware, OH 43015

	Name and the second				
	Contract / Re	vision	Alt Order #	<u>#</u>	
	951997	1	07904011		
Product					
AKIN/SEN/R					
Contract Dates	Estimate #				
09/16/12 - 09/20/12					
Advertiser			/ Revision		
Akin/R/Senate			09/14/12	/ 09/14/12	
	Billing Cycle	Billing	Calendar	Cash/Trade	
	EOM/EOC	Broado	cast	Cash	
	Station	Accou	nt Executive	Sales Office	
	KMBC	Mered	ith Thompson	Eagle-Washing	
	Special Hand	ling			
	Demographic				
	Adults 35+				
	IDB#		iser Code	Product Code	
		AKIT			
	Agency Ref		Advertise	r Ref	
	I.		1		

Spots/

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate 1	ГуреЅро	ots	Amount
N 1 KMBC 09/17/12 09/20/12 First News at 6am	6-7am	:30	NM	4	\$2,400.00
Class of Time - Pre-emptible with notice Start Date Week: 09/17/12	<u>Rate</u> \$600.00				
N 2 KMBC 09/17/12 09/20/12 Good Morning America	7-9am	:30	NM	4	\$1,800.00
Class of Time - Pre-emptible with notice Start Date Week: 09/17/12	<u>Rate</u> \$450.00				
N 3 KMBC 09/16/12 09/16/12 News Wknd Sun	7-9am	:30	NM	1	\$300.00
Class of Time - Pre-emptible with notice Start Date Week: 09/10/12	<u>Rate</u> \$300.00				
N 4 KMBC 09/17/12 09/20/12 5pm News	5-530pm	:30	MM	4	\$2,800.00
Class of Time - Pre-emptible with notice Start Date Week: 09/17/12	<u>Rate</u> \$700.00				
N 5 KMBC 09/17/12 09/20/12 6pm News	6-630pm	:30	NM	4	\$3,300.00
Class of Time - Pre-emptible with notice Start Date Week: 09/17/12	<u>Rate</u> \$825.00				
N 6 KMBC 09/17/12 09/20/12 M-F/SU 10pm News	10-1035pm	:30	NM	4	\$6,400.00
Class of Time - Pre-emptible with notice Start Date Week: 09/17/12	<u>Rate</u> \$1,600.00				
N 7 KMBC 09/16/12 09/16/12 Su 10pm news	10-1030pm	:30	NM	1	\$850.00
Class of Time - Immediately Pre-emptible without notice Start Date Week: 09/10/12	<u>Rate</u> \$850.00				
		Totals		22	\$17,850.00

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.

Contract Agreement Between: Print Date 09/14/12 Page 2 of 4



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	Contract / Revision	Alt Order #
	951997 /	07904011
Contract Dates	Product	Estimate #
09/16/12 - 09/20/12	AKIN/SEN/R	
Advertiser		Original Date / Revision
Akin/R/Senate		09/14/12 / 09/14/12

Time Period	# of Spots	Gross Amount	Net Amount		
08/27/12 -09/20/12	22	\$17,850.00	\$15,172.50		
Totals	22	\$17,850.00	\$15,172.50		

Signature:	Date:

TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase prosdoest advertising time on behalf of the sovertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following proadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agen dyagress, on behalf of the Advertiser and of itself, that Agendy and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

2 TERMINATION

- (a) Unless of envise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency, (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's prepit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payeble. The Agency's only liability shall be to pay for telepasts completed hereunder prior to cancellation by Station.
- Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station sonly liability shall be to pay as liquidated damages a sum equal to the leaser of the following: (i) the actual noncencellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives no boe of cancellation. Station had given notice of termination pursuant to Raragraph 2(a) effective at the earliest data permitted thereunder.
- Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paradraph 7.

OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain bolitical particles, or any other similar or dissimilar cause beyond the Station's reasonable control. Station fails to broadcast any or all of the announcement s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency and it be entitled to an adjustment as follows: (i), if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted produces shall be waived; (ii) if a material part, but not all, of a ached used propagatal is omitted, a later broadcast shall be made at a reason able substitute date and time, and Agency shall continue to pay toll charge. The foregoing small not deprive Agendy of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

PREFMETIONS

Station shall have the right to pancel any proadbast or portion thereof powered by this contract in order to proadbast any program or event which, in the Station's sole dispreton, it deems to be of greater public interest or significance. Station may also reparture time previously sold when necessary to comply with its obligations to make available reasonable appease and/or equial opportunities" to pertain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptify as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed can celed without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

EXED RATE PURCHASES 5

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purphased as a single buyor at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract. Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station. Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably sate accorded an other sate of the sate of

AGENCY MATERIAL

All commendal materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of prospects. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station is then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit auch materials. Station will not be liable for loss or camage to Agency's material or, even if socepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast here under, Station will, at Agency's expense, return Agency material to Agency. If Agency ages not so request, Station has the right to dispose of all Agen by material any time after 60 days following the last prospess hereunder.

INDEMNIFICATION

Agen by and Advertiser will jointly and severally indemnify and hold harmless Station from and against all daims, demands, debts, obligations or charges (including reasonable attorney fees and dispursements) which arise out of or result from the broadcast, preparation for proadcast or contemplated broadcast of materials furnished by or on behalf of Agencyandior Advertiser or furnished by Station at Agencya request for use in connection with Agencya or Advertiser a commercial material, and Station will similarly indemnify and hold names agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any plaim. The provisions of this paragraph shall survive the termination or expiration of this contract.

CONSCOLENTIAL DAMAGES

Agen by and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any oriesion of proadcast, pursuant to Paragraph 3, or any preemption of proadcast, pursuant to Paragraph 4, are speciative and neither Agency not Station shall be held liable for any consequential damages incurred.

This consequential damage explusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency is or Station's remedies for breach.

GENERAL

Station will broadpast the announcements and programs covered by this contraction the cates and at the approximate hourly times provided on the

face hereof.

(b) The Station shall exercise normal prepautions in handling of property and mail, but assumes no liability for loss or damage to program or comme	TOE
aterials and other property furnished by the Agencylin connection with proadcasts hereunder. The Staton will not accept or process mail, correspondence, or telephone calls in	
respondent with broad proofs expent efter its prior engines.	

- Agency is soting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof, and Agency will not as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency powmissions), but only to the extent that Advertiser has not therefore made payment to the Agency thereon, but only to the extent that Advertiser has there before made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or piedge to a failed party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming in solvent; or (ii) a far receiving notice (together with a current statement of a count) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency to the agency shall be construed so as to refleve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, if this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency area all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entited to commissions, if any, or billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that hamed on the face hereof
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1924, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the isitier shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agendes and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]

AGREEMENT FORM FOR POLITICAL CANDIDATE ADVERTISEMENTS

EHULE TELEVISION

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CANDIDATE CERTIFICATION

In Order For Federal Candidates to Receive The Lowest Unit Charge During a Political Window, the Following Certification is Required:

I, KEGAN BERAN
(name of federal candidate or authorized committee) hereby certify that the programming
to be broadcast (in whole or in part) pursuant to this agreement.
☑ does ☐ does not
refer to an opposing candidate (check applicable box). I further certify that for the
programming that does refer to an opposing candidate:
programming that does refer to an opposing candidate.
(ahaak annliaahla haw)
(check applicable box)
the radio programming contains a personal audio statement by the candidate that
identifies the candidate, the office being sought, and that the candidate has
approved the broadcast.
the television programming contains a clearly identifiable photograph or similar
image of the candidate for a duration of at least four seconds, and a simultaneously
displayed printed statement identifying the candidate, that the candidate approved
the broadcast, and that the candidate and/or the candidate's authorized committee
paid for the broadcast.
lego-fler
signature of candidate or authorized committee
KEGAN BERAN 8/14/12
printed name date

AGREED UPON SCHEDULE

(TO BE FILLED IN ONLY IF STATION DOES NOT ACCEPT ALL OF CANDIDATE'S REQUEST)

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AFTER AIRING OF BROADCASTS:

Attach invoices or Schedule Run Summary to this Form showing:

- (1) actual air time and charges for each spot;
- (2) the date(s), exact time(s) and reason(s) for Make-Good(s), if any; and
- (3) the amount of rebates given (identify exact date, time, class of broadcast and dollar amount for each rebate), if any.

Note: Because the FCC requires that the political file contain the actual times the spots air, that information should be included in the file as soon as possible. If that information is only generated monthly, the file should include the name of a contact person who can provide the times that specific spots aired:

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